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1 IN THE UNITED STATES DISTRICT COURT FOR MARYLAND

2 SOUTHERN DIVISION

3 -----X

4 BEYOND SYSTEMS, INC., :

5 Plaintiff, :

6 vs. : Case No: 8:08-cv-00921-PJM

7 WORLD AVENUE U.S.A., LLC, :

8 Defendant. :

9 -----X

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12 Deposition of

13 TINA DEMPSEY-JONES

14 Washington, D.C.

15 Friday, March 12, 2010

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21 Reported by: Stephany L. Jerome, RPR

22 JOB NO. 122726

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3 March 12, 2010

4 10:20 a.m.

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8 Deposition of Tina Dempsey-Jones, held at:

9

10 Greenberg &amp; Traurig

11 2101 L Street, N.W., Suite 1000

12 Washington, D.C. 20037

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15 Pursuant to notice, before Stephany L. Jerome, a

16 Notary Public in and for the District of Columbia.

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1 APPEARANCES:

2 On behalf of the Plaintiff:

3 BY: STEPHEN H. RING, ESQ.

4 Law Offices of Stephen H. Ring, P.C.

5 506 Main Street, Suite 215

6 Gaithersburg, Maryland 20878

7 (301) 563-9249

8

9 On behalf of the Defendant:

10 BY: SANFORD M. SAUNDERS, JR., ESQ.

11 NICOLETA BURLACU, ESQ.

12 Greenberg Traurig, LLP  
13 2101 L Street, N.W., Suite 1000  
14 Washington, D.C. 20037  
15 (202) 331-3130  
16

17 On behalf of the Witness:

18 BY: ALEXANDER V. SHEKHTER, ESQ.  
19 Assistant General Counsel, Verizon  
20 1320 North Court House Road, 9th Floor  
21 Arlington, Virginia 22201  
22 (703) 351-3197

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## C O N T E N T S

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4 EXAMINATION OF TINA DEMPSEY-JONES BY:

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PAGE

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Mr. Saunders

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Mr. Ring

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Mr. Saunders

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Mr. Ring

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11 DEPOSITION EXHIBITS: (attached)

FOR ID:

12

No. 1 Response to subpoena

13

No. 2 Verizon Online Terms of Service

14

for Verizon FIOS Internet Service

15

for Business

16

No. 3 E-mails from Paul Wagner

17

(confidential)

18

No. 4 Declaration of Paul A. Wagner

19

No. 5 Invoice from Beyond Systems, Inc.

20

No. 6 Verizon Internet Access Service

21

Terms of Service

22

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## P R O C E E D I N G S

2 Whereupon,

3 TINA DEMPSEY-JONES,

4 having been first duly sworn, was examined and

5 testified as follows:

6 EXAMINATION BY COUNSEL FOR THE DEFENDANT

7 BY MR. SAUNDERS:

8 Q Ms. Jones, I'll ask you to state your full  
9 name for the record.

10 A Tina Dempsey-Jones.

11 Q And your address?

12 A 5601 Leon Street, Camp Springs, Maryland.

13 Q That's your home address?

14 A Home address, yes.

15 Q And your work address?

16 A 1320 North Court House Road, 6th Floor,  
17 Arlington, Virginia.

18 Q By whom are you employed?

19 A Verizon.

20 Q Ms. Jones, my name's am Sandy Saunders. I  
21 am counsel for World Avenue U.S.A. and several other  
22 companies which are named as defendants in a case that

7

1 has been filed by Beyond Systems, Inc. Mr. Ring, the  
2 gentleman sitting to your right is counsel for Beyond  
3 Systems, Inc. World Avenue has noticed your  
4 deposition today. I'll be asking you a series of  
5 questions and then Mr. Ring will have the opportunity  
6 to ask you questions as well when I'm finished. If  
7 you don't understand any of my questions, then please

8 feel free to tell me you don't understand my question  
9 and I will rephrase it. You control in that process.  
10 If I ask you a question where your answer calls for  
11 you to disclose conversations with your counsel, then  
12 please don't answer that. And your counsel will  
13 probably jump in, but if inadvertently I ask you a  
14 question that calls for an answer based on your  
15 conversations with counsel, then you should feel free  
16 to tell me that or your counsel will jump in and tell  
17 me that.

18 There will come points in time where  
19 Mr. Ring may object to certain questions that I ask  
20 during the deposition. This is in part a matter of  
21 procedure for the deposition. Then after Mr. Ring  
22 makes his record with his objection, then you can go

8

1 ahead and answer the question to the best of your  
2 ability.

3 A Okay.

4 Q But it's important to let him finish  
5 speaking because it gets difficult for the court  
6 reporter if we all start speaking at the same time,  
7 and it is amazing how often human beings do that until  
8 you've had to transcribe tapes of conversations you  
9 don't fully appreciate that.

10 Have you ever been deposed before?

11 A No.

12 Q So, as I said, if you don't understand, you  
13 need some help -- if you need to take a break, by the  
14 way, just say so and we can go off record with that.

15 Now let's go to the specifics of the  
16 deposition. What position do you hold with Verizon?

17 A I'm senior marketing manager, product line  
18 manager for medium business customers.

19 Q And how long have you been with Verizon?

20 A Since 1998.

21 Q And what were you prior positions with  
22 Verizon?

9

1 A Offer management, so responsible for offers  
2 and promotions as well as other marketing bundling  
3 packaging, product marketing.

4 Q And in product marketing, do you work with  
5 Verizon customers?

6 A Through the sales reps. I mean, I have some  
7 but limited interaction with customers.

8 Q And can you tell us a little bit more about  
9 your responsibilities in your current position?

10 A My current position is as product marketing  
11 or product line management for high speed Internet and  
12 FIOS. I am the subject matter expert for medium  
13 business so I am responsible for maintaining the  
14 product life cycle as well as training the sales  
15 force, everything to make sure that the product is  
16 promoted successfully to our medium business  
17 customers.

18 Q And what's your educational background?

19 A I have a B.A. in business administration  
20 from Mary Baldwin College.

21 Q I'm sorry from where?

22 A Mary Baldwin College in Staunton, Virginia.  
10

1 Q Sure. Any other higher education?

2 A No.

3 Q Now, you mentioned that part of your  
4 responsibilities as part of product line management is  
5 Verizon's FIOS service?

6 A Correct.

7 Q And is that FIOS service for businesses?

8 A FIOS for business, correct, Internet and TV.

9 Q Can you describe what the Verizon FIOS  
10 service for businesses is?

11 A FIOS Internet service for business is a  
12 dedicated access connection to the Internet over fiber  
13 available to small and medium business customers.

14 Q And what do you mean by dedicated access?

15 A It's always up, always available. You don't  
16 dial in so it's a dedicated connection from the  
17 customer's location.

18 Q And how long has Verizon FIOS for business  
19 been available?

20 A I believe since 2005.

21 Q And who are the target businesses for  
22 Verizon FIOS service?

11

1 A Targeted businesses for the Internet service  
2 for business are small to medium business customers  
3 with a single location.



4 MR. RING: Paul Wagner just came in.

5 BY MR. SAUNDERS:

6 Q And what types of businesses does Verizon  
7 market Verizon FIOS to?

8 A Verizon markets FIOS to small to medium  
9 business customers.

10 Q And how does a small to medium business  
11 customer sign up for Verizon FIOS service?

12 A They can either order online or they can  
13 order via telephone through a sales rep.

14 Q And what information does a business  
15 customer need to provide to Verizon to get the FIOS  
16 service for business?

17 A I would say the main thing is that they  
18 would need to provide their location so the address as  
19 well as the business name, contact name.

20 Q Now, does Verizon have terms of service for  
21 Verizon FIOS service?

22 A Yes.

12

1 Q Does the business need to agree to those  
2 terms of service?

3 A Yes.

4 Q Is it possible for a business to sign up  
5 with Verizon FIOS without agreeing to the terms of  
6 service?

7 A No. The terms of service have to be  
8 accepted in order for the customer to have the  
9 service.

10 Q Can the customer utilize Verizon FIOS for

11 business without agreeing to those terms of service?

12 A Usage is acceptance of the terms of service  
13 as well.

14 Q Can you explain how that's the case?

15 A By a customer -- normally the way it works,  
16 the customer would accept the terms of service online.  
17 If they don't do that, then retaining and using the  
18 software for more than 30 days constitutes acceptance.

19 Q Anything else constitute acceptance?

20 A No.

21 Q And are you familiar with the terms of  
22 service for Verizon FIOS business?

13

1 A Somewhat, yes.

2 Q Can you describe your experience with the  
3 terms for service?

4 A It's usually in terms of advising sales in  
5 regards to what is included, and so I usually consult  
6 the actual document in order to determine what's  
7 included in the terms of service.

8 Q And you mentioned it's working with the  
9 sales people?

10 A Working with sales people.

11 Q And are you familiar with how Verizon  
12 implements the terms of service?

13 MR. SHEKHTER: Objection. The question is  
14 ambiguous. Could you please restate?

15 BY MR. SAUNDERS:

16 Q Sure. Are there times where you answer

17 questions for the sales people about the terms of  
18 service?

19 A Yes.

20 Q Now I'm going to ask the court reporter to  
21 mark as Deposition Exhibit 1.

22

14

1 (Verizon Deposition Exhibit Number 1 was  
2 marked for identification and attached to the  
3 transcript.)

4 BY MR. SAUNDERS:

5 Q Ms. Jones, have you seen Verizon Exhibit 1  
6 before?

7 A Yes.

8 Q And can you tell us what it is?

9 A A subpoena.

10 Q And were pages two and three of Verizon  
11 Exhibit 1 information produced in response to the  
12 subpoena?

13 A Yes.

14 Q Now, looking at page two --

15 MR. SAUNDERS: And let me for the record,  
16 Verizon Exhibit 1 consists of pages marked WAUSA 00135  
17 through 137.

18 BY MR. SAUNDERS:

19 Q Looking at the second page, which is  
20 numbered at the bottom 136, can you tell us what this  
21 page shows? And if you have to carry over to the next  
22 page, that's okay.

15

1           A     Okay. It shows the account number, business  
2     name, customer name, address, phone number, e-mail,  
3     the payment method, the service address, shipping  
4     address.

5           Q     For what?

6           A     For Beyond Systems.

7           Q     And for what type of account does it show?

8           A     Business account.

9           Q     Is this a FIOS business account?

10          A     Yes.

11          Q     Now, who is the customer that's reflected  
12     here?

13          A     Beyond Systems.

14          Q     It says -- I'm sorry, it says Beyond Systems  
15     next to business name?

16          A     Yes. And the point of contact, customer  
17     name, William Wagner.

18          Q     So who is the customer?

19                 MR. RING: Objection. Asked and answered.

20                 MR. SAUNDERS: Go ahead and answer.

21                 MR. RING: Asked twice.

22                 THE WITNESS: Beyond Systems.

16

1     BY MR. SAUNDERS:

2           Q     And what was the creation date of the  
3     account?

4           A     December 21st, 2005.

5           Q     And what is the account address?

6                 MR. RING: Objection. Speaks for itself.

7 Go ahead.

8 THE WITNESS: 1612 Sherwood Road, Silver  
9 Spring, Maryland 20902.

10 BY MR. SAUNDERS:

11 Q Now, on the page about the information about  
12 the Verizon FIOS for business account does the name  
13 Paul Wagner appear?

14 MR. RING: Objection. Same. Speaks for  
15 itself.

16 BY MR. SAUNDERS:

17 Q Go ahead, Ms. Jones. Does the name Paul  
18 Wagner appear?

19 A On which page, on page 136.

20 Q Correct. As to the FIOS account.

21 A No, it does not.

22 Q Does the name Paul Wagner appear anywhere  
17

1 else in Exhibit 1?

2 A Yes. On page 137.

3 Q And what's reflected on page 137?

4 A An account number, creation date, customer  
5 name, address, telephone number, e-mail, payment  
6 method.

7 Q And is that the same account as reflected on  
8 page 136?

9 A No, it's not.

10 MR. RING: Note my objection. I think she  
11 was cut off. You asked her what was on a page. She  
12 started to go through the page, and then she only got

13 about halfway through and then she was cut off.

14 MR. SAUNDERS: I'm sorry.

15 MR. RING: If actually what you wanted her  
16 to do is read the page, that's what she was doing.

17 MR. SAUNDERS: I thought the witness was  
18 done.

19 BY MR. SAUNDERS:

20 Q Ms. Jones, is there anything else you wanted  
21 to say about second page?

22 A I can read the entire page.

18

1 Q No. That's okay. Now, what type of  
2 account -- because now I've lost my train of thought,  
3 I apologize if you answered this.

4 What type of account is reflected on page  
5 137, the last page.

6 MR. RING: Objection. Ambiguous. Go ahead.

7 THE WITNESS: It appears to be a consumer  
8 account.

9 BY MR. SAUNDERS:

10 Q And is that a different type of account from  
11 the FIOS account that is reflected on the previous  
12 page?

13 A Yes.

14 Q What's a consumer account?

15 A Consumer is for a residential customer,  
16 nonbusiness.

17 Q And who is the customer for the consumer  
18 account that's reflected on page 137?

19 A Paul Wagner.

20 Q What's the address for Mr. Wagner?

21 A 1837 R Street, Northwest, Washington, D.C.

22 20009.

19

1 Q And there are some phone numbers reflected  
2 on the consumer account. Do you see those on page  
3 137?

4 A Yes.

5 Q For the consumer account those numbers have  
6 a 202 Area Code?

7 A Correct.

8 Q Do you know from what jurisdiction 202 is  
9 the Area Code?

10 A Washington, D.C.

11 Q Now, on the FIOS account there is a  
12 telephone number that's listed. Do you see that on  
13 page 136?

14 A Yes.

15 Q And that has an Area Code of 301?

16 A Yes.

17 Q Do you know what area 301 is the Area Code  
18 for?

19 A Maryland.

20 Q Now, for the FIOS account, do you know how  
21 this customer signed up? You mentioned before that  
22 customers can sign up either by phone or online?

20

1 A I believe this customer signed up over the  
2 phone because in 2005 we didn't have online ordering.

3 Q Now, does Verizon on its own ever conduct  
4 research to fill in customer information for its  
5 accounts?

6 A No.

7 Q Is it Verizon policy to do a reverse phone  
8 or address lookup to identify customer names for  
9 accounts?

10 A No.

11 Q Are you aware of Verizon ever engaging in a  
12 reverse phone/address lookup to fill in account  
13 information?

14 A No.

15 Q Now, from Verizon Exhibit 1 can you tell  
16 what service is now being provided to the FIOS  
17 account?

18 A I'm not sure I understand what you're asking  
19 me.

20 Q I'm asking you for the account that's  
21 reflected on page 136 --

22 A Okay.

21

1 Q That's an active account?

2 A Right.

3 Q And can you tell us precisely what service  
4 is being provided?

5 A It looks like Verizon FIOS for business,  
6 static.

7 Q Now, is this a business or a residential  
8 account?



9 A Business.

10 Q Now, what types of information are generally  
11 provided with a Verizon FIOS account?

12 A I don't understand what you're asking me.  
13 Information for?

14 Q What does a customer get with the Verizon  
15 FIOS account?

16 A Okay. Well, depending on the service the  
17 customer signs up for, dynamic or static, the customer  
18 would get with static one static IP address, either  
19 the choice of domain name, e-mail or dot net e-mail  
20 boxes, Web space and one license for Internet Security  
21 Suite.

22 Q And does that include an IP address?

22

1 A One IP address with the static product.

2 Q And static is what we're talking about was  
3 reflected for the FIOS service in Exhibit 1?

4 A Correct.

5 Q You said one IP address?

6 A One IP address. Additional IP addresses can  
7 be purchased.

8 Q Do you know how many IP addresses were  
9 purchased with the FIOS account that's reflected on  
10 Verizon Exhibit 1?

11 A I believe it was 13.

12 Q And is there software provided with Verizon  
13 FIOS?

14 A Yes.

15 Q What type of software is provided?

16 A Internet access software.

17 Q Anything else?

18 A The one license for the Internet Security  
19 Suite.

20 MR. SAUNDERS: We'll mark this as Verizon  
21 Exhibit 2.

22

23

1 (Verizon Deposition Exhibit Number 2 was  
2 marked for identification and attached to the  
3 transcript.)

4 BY MR. SAUNDERS:

5 Q Ms. Jones, do you recognize what's been  
6 marked as Verizon Exhibit 2?

7 A Yes. The Verizon online terms of service  
8 for FIOS Internet for business.

9 MR. SAUNDERS: And, for the record, what  
10 we've handed the witness marked as Verizon Exhibit 2  
11 is a document starting with pages marked WAUSA dash  
12 3rd Party dash 02228 through 02235.

13 I'm sorry, could you read the witness'  
14 answer back to me.

15 (The Reporter read the last answer.)

16 MR. SAUNDERS: Thank you.

17 BY MR. SAUNDERS:

18 Q And do you know when these terms of service  
19 went into place or how long they've been in place?

20 A Since 2005.

21 Q Thank you. And are these the terms of

22 service that would govern the FIOS account that was  
24

1 identified in Verizon Exhibit 1?

2 A Yes.

3 Q So were these the terms of service that  
4 governed the Verizon FIOS account identified in  
5 Exhibit 1 when the account was open?

6 A I'm sorry, repeat that one more time.

7 Q Just to be clear, Exhibit 2, are these the  
8 terms of service that governed the FIOS account in  
9 Exhibit 1 at the time that account was opened?

10 A Yes.

11 Q And do these terms of service still apply to  
12 that account?

13 A Yes.

14 Q Now for Exhibit 2, for the terms of service  
15 of the Verizon FIOS account, who are the parties to  
16 the terms of service?

17 A Verizon and the customer.

18 Q And do the terms of service specify the  
19 entity that provides FIOS business service in  
20 Maryland?

21 A Yes.

22 Q And who is that?

25

1 A Verizon Online Maryland.

2 Q And on the last page of Exhibit 2 there's a  
3 reference down towards the bottom. See where it says,  
4 "Services in Maryland provided by Verizon-Maryland,

5       LLC"?

6           A       Yes.

7           Q       That's the same Verizon that's being  
8       referred to on page 1?

9           A       It's an affiliate of Verizon Internet  
10       Services.

11          Q       Now, do the terms OF service provide how  
12       they are to be accepted by the business customer?

13          A       Yes.

14          Q       And how is that?

15          A       Either online -- online or by use of service  
16       or retention of the software for more than 30 days.

17          Q       And where does it say that?

18          A       In the first paragraph underlined.

19          Q       Now, if you'll turn to page five, paragraph  
20       24, does paragraph 24 address any prior agreements or  
21       representations made about the service?

22          A       Yes.

26

1           Q       And what does it provide?

2           A       It says that this agreement supersedes any  
3       proposals or any agreements that may have been  
4       provided prior to acceptance of this agreement.

5           Q       And does it account for how changes can be  
6       paid or modifications to the agreement can be made?

7           A       No.

8           Q       Take a look at the --

9           A       Yes.

10          Q       And what does it say?

11          A       "Any changes to the agreement or any

12 additional or different terms of the purchase order,  
13 acknowledgment or other documents will not be  
14 effective unless expressly agreed in writing by us."

15 Q Thank you. Now, does Exhibit 2 define the  
16 services that are being provided?

17 A Yes.

18 Q And where does it do that?

19 A In number one.

20 Q That's the paragraph --

21 A Services.

22 Q Thank you.

27

1 MR. RING: You're saying paragraph one?

2 MR. SAUNDERS: Correct with the -- would  
3 that be an Arabic number? Yes.

4 MR. RING: On page one?

5 MR. SAUNDERS: Yes.

6 MR. RING: I was on page five. That's the  
7 only reason, I just wanted to jump. Okay.

8 MR. SAUNDERS: I have no problem with making  
9 sure the record's clear.

10 BY MR. SAUNDERS:

11 Q And how is service defined?

12 MR. RING: Note my objection to the extent  
13 the question is asking the witness to recite what's  
14 already in the document.

15 BY MR. SAUNDERS:

16 Q You can go ahead and answer.

17 A "The service is defined as Verizon FIOS

18 Internet Service for business, Verizon Business E-mail  
19 Service, Dial-Up Mobility Broadband Internet Service,  
20 including all software as defined in paragraph nine  
21 below and such other products or services as you may  
22 subscribe to with Verizon. The service shall also  
28

1 include any software or hardware that we provide you  
2 in connection with the Service to which you have  
3 subscribed."

4 Q Now, is the business customer under Verizon  
5 Exhibit 2 permitted to resell the Verizon FIOS  
6 business services to others?

7 A No.

8 Q Is there a term of service that relates to  
9 that?

10 A Yes.

11 Q And what is that?

12 A Number six.

13 Q That would be on page --

14 A Page two.

15 Q Page two also Bates number 02229?

16 A "Your Responsibilities."

17 Q And can you read the applicable provision of  
18 paragraph six that applies to this issue of resale?

19 A "You may not resell the service or access to  
20 service directly or indirectly to third parties  
21 without our written agreement."

22 Q And what happens if they do, if the

29

1 customer does resell?

2 A And Verizon is made aware?

3 Q Yes.

4 A Verizon will take steps to make corrective  
5 action, which can include termination.

6 Q Now, what's your understanding of what it  
7 means to resell the FIOS service being provided under  
8 the terms of service marked as Verizon Exhibit 2?

9 A To provide the service to a third party  
10 other than the customer.

11 Q And what's your understanding of what it  
12 means to resell access to the service?

13 A To provide Internet access to a third party.

14 Q And to the extent there's a reference here  
15 to reselling the service or access directly or  
16 indirectly, what's your understanding of what that  
17 means?

18 A To charge -- or to sell for a price or to  
19 provide to a third party without a price.

20 Q So under the terms of service, is the  
21 Verizon FIOS business subscriber permitted to turn  
22 around and provide third parties access to the

30

1 Internet for a fee?

2 A No.

3 Q Under these terms of services, is the  
4 business subscriber for Verizon FIOS permitted to host  
5 Internet services for customers using the Verizon FIOS  
6 Internet connection?

7 A No.

8 MR. RING: Note my objection because the  
9 question asks for an interpretation -- reciting  
10 language that's already in the document itself and, B,  
11 asks, I belief, for a legal opinion or an  
12 interpretation, and the witness has not been qualified  
13 to render a legal opinion. That's my objection. I'd  
14 like to have a continuing objection to similar  
15 questions, if I may.

16 MR. SAUNDERS: That's fine.

17 BY MR. SAUNDERS:

18 Q And in that when we're talking about -- in  
19 your answer that the customer, the business customer  
20 under Verizon Exhibit 2 is not allowed to host  
21 Internet services for a third party, does that include  
22 Internet service such as providing e-mail services for

31

1 a third party customer?

2 A Yes.

3 Q Now, can a business subscriber under Verizon  
4 Exhibit 2 charge third parties for handling there  
5 electronic e-mail?

6 A I'm sorry, say it one more time.

7 Q Can a business subscriber under Verizon  
8 Exhibit 2 charge third parties for handling their  
9 e-mail?

10 A No.

11 Q Now, does it make any difference if that  
12 Verizon FIOS business subscriber only charges some  
13 people for providing access to the Internet and



14 doesn't charge others?

15 A No.

16 Q Because it would still be prohibited under  
17 the terms of service?

18 A Correct.

19 Q Now, can a Verizon business subscriber host  
20 the domain names for other third-party customers using  
21 the Verizon FIOS service?

22 A No.

32

1 Q Can a Verizon business FIOS subscriber use  
2 the Verizon FIOS service to host hundreds of domains  
3 for third parties using the Verizon FIOS service?

4 MR. RING: Objection.

5 THE WITNESS: No.

6 BY MR. SAUNDERS:

7 Q Can a Verizon FIOS business subscriber  
8 assign one of the Verizon IP addresses to a third  
9 party?

10 A No.

11 Q And does it matter whether they assign that  
12 IP address without taking a fee?

13 A It does not matter.

14 Q Whether it's for a fee or not?

15 A It cannot. Right. It cannot be done.

16 Q Thank you. Can a customer use Verizon FIOS  
17 to conduct business as an Internet service provider?

18 A No.

19 Q Does it matter whether the Verizon FIOS  
20 business subscriber acting as an Internet service

21 provider charges a fee for Internet access?

22 A No.

33

1 Q Do you know what a wireless hot spot is?

2 A Yes.

3 Q Can you give us an example?

4 A It's a location where customers can connect  
5 to the Internet without a hard-wired connection.

6 Q Is a Verizon FIOS business subscriber  
7 permitted to set up a wireless hot spot for the  
8 general public to access the Internet using Verizon  
9 FIOS?

10 A No.

11 Q So a Verizon FIOS business subscriber could  
12 not charge a fee to third parties for accessing a  
13 wireless hot spot?

14 MR. RING: Objection.

15 THE WITNESS: No.

16 BY MR. SAUNDERS:

17 Q Now directing your attention to paragraph  
18 25, and you see where paragraph 25 -- would you go  
19 ahead and read into the record the first sentences of  
20 paragraph 25?

21 MR. RING: Objection.

22

34

1 BY MR. SAUNDERS:

2 Q Go ahead.

3 A "Service Description: Verizon FIOS Internet

4 Service provides you dedicated access to the Internet  
5 over a fiber optic transmission facility. You may  
6 connect multiple computers/devices within a single  
7 office location to your service router to access the  
8 service, but only through a single Verizon FIOS  
9 Internet service account and a single IP address  
10 obtained from Verizon.?

11 Q Thank you. Is it possible to connect  
12 mutiple computer devices within multiple offices to  
13 the Verizon FIOS service?

14 A No.

15 Q If a Verizon business subscriber connects a  
16 server at the Verizon FIOS location to another server  
17 at another location to provide Internet access to the  
18 third party, is that permissible?

19 A No.

20 Q And if a Verizon FIOS business subscriber  
21 can't do that, what is FIOS intended for?

22 A It's intended for single use at a single  
35

1 location.

2 Q Now, can you hook up multiple computers at  
3 one location?

4 A Yes.

5 Q But each office has to have their own  
6 separate FIOS connection?

7 A Each location.

8 Q So, for example, Greenberg Traurig, which  
9 has approximately 30 offices around the country, we

10 couldn't link all 30 offices through one Verizon FIOS  
11 account?

12 A That's correct.

13 Q Now, for this office where we have 100  
14 lawyers, we could have 100 computers linked to one  
15 account?

16 A Correct.

17 Q But we would violate the terms and  
18 conditions once we brought in another office?

19 A Correct.

20 MR. SAUNDERS: Let's mark this as 3.

21 (Verizon Deposition Exhibit Number 3 was  
22 marked for identification and attached to the

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1 transcript.)

2 MR. SAUNDERS: And, Ms. Jones, let me know  
3 when you've had a chance to look at what we've marked  
4 as Verizon Exhibit 3. direct your attention Street --  
5 Bayer with me one second.

6 And, for the record, this is a document with  
7 the Bates numbers BSI dash K0003295 through 3297. And  
8 this is one of those documents that's marked  
9 confidential and will be covered by the  
10 confidentiality agreement that we'll go through at the  
11 end of your deposition.

12 BY MR. SAUNDERS:

13 Q Now, Ms. Jones, let me direct your  
14 attention -- bear with me one second.

15 Ms. Jones, if you'll look at the second page  
16 of Verizon Exhibit 3, you'll see at the bottom there

17 is an e-mail transmission dated Thursday, 12th of  
18 January 2006. Do you see that?

19 A Yes.

20 Q And then if you continue onto the third  
21 page, you'll see the body of that e-mail transmission?

22 A Yes.

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1 Q And do you see there a reference to  
2 safemailbox dot com and dot net?

3 A Yes.

4 Q And it's an e-mail address that appears to  
5 be assigned to G3 Mac?

6 A Yes.

7 Q Now, if this IP address, safemailbox dot com  
8 and dot net, if that is assigned to a Web site that  
9 provides e-mail access to third parties, would that be  
10 a violation of the Verizon terms and services?

11 MR. RING: Objection.

12 THE WITNESS: Yes.

13 BY MR. SAUNDERS:

14 Q Now, the next e-mail, if you go to where it  
15 says there's an e-mail for 2008, which starts on the  
16 first page. You see that?

17 A Yes.

18 Q Now, there who does it identify as the  
19 customer in that e-mail for the Verizon FIOS service?

20 MR. RING: Objection.

21 THE WITNESS: I'm sorry, are you referring  
22 to October --

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